

RECORDER: DOXX RECORD

The following are the trusts and agreements referred to and incorporated by reference in the foregoing deed of trust:

- I. For the purpose of protecting and preserving the security of this Deed of Trust, the Grantor agrees: to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereon; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
- II. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, at hereinafter provided.
- III. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next, to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
- IV. The Grantor promises and agrees that if, during the existence of the Trust, there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
- V. Any award of damages in connection with any condemnation for public use or of injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
- VI. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
- VII. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
- VIII. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
- IX. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fee, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
- X. (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery of Trustee of a written declaration of default, and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be duly filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.
 (b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of such sale as they required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at the office of the Trustee located in the City of Las Vegas, State of Nevada.
 (c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personal property.
 (d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
 (e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
- XI. Trustee shall apply the proceeds of any such sale to payment of: Expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- XII. The following covenants, No. 1; 2 (\$ 450.00); 3; 4 (10%); and 8 of an Act entitled "An Act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto" (approved March 29, 1927), are hereby adopted and made a part of this Deed of Trust.
- XIII. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- XIV. Trustee accepts these Trusts when this Deed of Trust, duly executed, and acknowledged is made a public record as provided by law.
- XV. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.

STATE OF CALIFORNIA

County of Maricopa ss. On this 9th day of March in the year one thousand nine hundred and sixty four

before me, William R. Haddock, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Neil E. Bostea and Edward K. Bostea known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person... who executed the within instrument on behalf of the corporation therein named, and They acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written. William R. Haddock Notary Public in and for said County and State.

My Commission expires July 24, 1964



CORPORATION ACKNOWLEDGMENT. Form C.A.—Sam Hopkins Legal Forms Printing Service, 2928 Fruitvale Ave., Oakland 1, Calif.

Register No. DEED OF TRUST WITH POWER OF SALE SHORT FORM NOTE NOT SET OUT

United Title Insurance Co. as Trustee

Handwritten signature of Neil E. Bostea

UNITED TITLE INSURANCE CO. 212 L.V. Blvd., South LAS VEGAS, NEVADA